

**NEW YORK**  
Motor Vehicle Lease Agreement  
DEAL# 32627

**Parties**

The date of this lease is 10/27/06  
The scheduled term of this lease is 39 months ("Lease Term").  
The scheduled date this lease ends is 01/27/10 ("Lease End").

**Parties**

Lessor (Driver): SILVER STAR AUTO RESOURCE LLC  
Address: 36-11 NORTHERN BLVD.  
L.I.C., NY 11101  
Lessee: BERNARD L MADOFF INV SECURITIES LLC  
885 THIRD AVE  
Address: NEW YORK NY 10022-4834 NEW YORK

Address of principal garage location, if different from Lessor's Billing Address (see P.D. Rep):

Unless otherwise specified, "lease" refers to this Motor Vehicle Lease Agreement; "vehicle" refers to the vehicle described above; "you", "your", and "yours" refer to the Lessee and any Co-Lessee; "we", "us", and "our" refer to the Lessor and, after the lease is assigned, to DCFIS Trust, or its successors and assigns. "Assignee" refers to DCFIS Trust or its successors and assigns. The "Vehicle Turn-In Fee" is a fee to cover the cost of disposing of the vehicle, commonly referred to as a disposition fee. "Pre-owned" refers to used vehicles. You agree to lease the vehicle from us on the terms and conditions provided in the front and back of the lease. The terms and conditions contained in this lease are made on behalf of Lessor and Assignee.

**Consumer Lending Act Disclosures**

1. Amount Due at Lease Signing or Delivery	2. Monthly Payments	3. Other Charges (not part of your Monthly Payment)	4. Total of Payments
Your first Monthly Payment of \$ <u>1567.20</u> is due on <u>10/27/06</u> followed by <u>39</u> payments of \$ <u>1567.20</u> on the <u>25th</u> of each month. The last of your Monthly Payments is \$ <u>61120.80</u>		a. Vehicle Turn-In Fee (if you do not purchase the vehicle) \$ <u>595.00</u> b. <u>N/A</u> \$ <u>N/A</u> c. Total \$ <u>595.00</u>	(The amount you will have paid by the end of the lease) a. <u>93481.06</u> b. <u>0.00</u> c. <u>93481.06</u> d. <u>54255.00</u> e. <u>39226.06</u> f. <u>21894.74</u> g. <u>61120.80</u>

5. Itemization of Amount Due at Lease Signing or Delivery

a. Amount Due at Lease Signing or Delivery:

1. First Monthly Payment (includes sales/use taxes)	2. Capitalized Cost Reduction	3. Acquisition Fee (if not capitalized)	4. Sales/Use Taxes	5. Refundable Security Deposit	6. Title Fees	7. License Fees	8. Registration Fees	9. Waste Recycling Fee	10. DOC/FUEL FEE	11. INSPECTION FEE	12. Total
\$ <u>1567.20</u>	\$ <u>0.00</u>	\$ <u>795.00</u>	\$ <u>66.58</u>	\$ <u>N/A</u>	\$ <u>N/A</u>	\$ <u>N/A</u>	\$ <u>145.00</u>	\$ <u>12.50</u>	\$ <u>45.00</u>	\$ <u>10.00</u>	\$ <u>2641.28</u>

b. How the Amount Due at Lease Signing or Delivery will be paid:

1. Net Trade-In Allowance	2. Rebates and noncash credits	3. Amount to be paid in cash	4. Total
\$ <u>N/A</u>	\$ <u>N/A</u>	\$ <u>2641.28</u>	\$ <u>2641.28</u>

7. Early Termination. You may have to pay a substantial charge if you end this lease early. This charge may be up to several thousand dollars. The actual charge will depend on when the lease is terminated. The earlier you end the lease, the greater this charge is likely to be.

8. Excessive Wear and Use. You may be charged for excessive wear based on our standards for normal use and for mileage in excess of 39,000 miles (Mileage Allowance) for the term of this lease, at the rate of 25¢ per mile.

9. Purchase Option at End of Lease Term. You have an option to purchase the vehicle ("as is") at the end of the lease term for \$ 64255.00, plus a Purchase Option Fee of \$ 50.00, plus a processing fee of \$ N/A, plus all official fees and taxes. See the Purchase Option section on the back of this lease for more information.

10. Other Important Terms. See your lease documents for additional information on early termination, purchase options, maintenance responsibilities, warranties, title and default charges, insurance, and any security interest, if applicable.

11. Itemization of Gross Capitalized Cost

a. Price of Vehicle	b. Approved Dealer Installed Equipment	c. Service Contract	d. Extended Warranty	e. Credit Life and/or Credit Disability Premium	f. Current Year Taxes, Title, Licenses, Registration	g. Acquisition Fee	h. Sales/Use Taxes	i. Other tax (describe)	j. Total
\$ <u>88425.00</u>	\$ <u>N/A</u>	\$ <u>N/A</u>	\$ <u>N/A</u>	\$ <u>N/A</u>	\$ <u>5056.06</u>	\$ <u>5056.06</u>	\$ <u>5056.06</u>	\$ <u>N/A</u>	\$ <u>93481.06</u>

12. Estimated Official Fees and Taxes

The total estimated amount you will pay for official fees, license, title and registration fees, and taxes over the term of your lease, whether included with your Monthly Payment or assessed separately is \$ 5056.06. This is an estimate and the actual total of Official Fees and Taxes may be higher or lower than this estimate. The actual total of Official Fees and Taxes depends on the rates in effect, the value of the vehicle and the garage location of the vehicle at the time the fees and taxes are assessed.

13. Mileage Allowance

If your Mileage Allowance in section 8 above is greater than 39,000 "Base Mileage Amount", you have chosen to purchase additional miles for your Mileage Allowance determination. If you have purchased additional miles, then at Lease End, except as provided below, you will be eligible for a refund of 20¢ per mile for any unused additional miles between the Base Mileage Amount and your Mileage Allowance over the term of the lease. You will not receive a refund if the vehicle is destroyed or stolen, you are in default, you purchase the vehicle, or the refund is less than \$1.

14. Missing Records

If you do not return the vehicle's maintenance booklets as provided in the Maintenance section of this lease, you will owe a missing records fee in the amount of \$ 500.00.

15. New and Pre-owned Vehicle Warranty

If the vehicle is new, it is covered by a standard new vehicle warranty from the manufacturer.

If the vehicle is pre-owned, it is not covered by a warranty unless indicated by a check in the corresponding box below:

☐ Remainder of standard new vehicle warranty from manufacturer

☐ Pre-owned vehicle warranty from manufacturer

☐ Pre-owned warranty from other third-party provider

We assign to you all rights we have under any of these warranties. You acknowledge that you have received a copy of the indicated warranties.

16. Optional Insurance and Other Products

You are not required to buy any of the optional insurance or other products listed below to enter into this lease, and they are not a factor in our credit decision. These insurance and other products will not be provided unless you are accepted by the provider. By your initials below, you agree that you have received a notice of the terms and cost of the insurance or product, and you want to obtain the insurance or product for the premium or charge shown. A portion of the premium or charge shown may be retained by the Lessor (Dealer). These coverages are not provided by the Lessor. You must pursue all matters related to these coverages, including refunds, through the provider. The terms and conditions for these coverages are provided in a separate contract, which you acknowledge that you have received and read.

If the price of these coverages is also included in the itemization of Gross Capitalized Cost, it will be included in the Base Monthly Payments. If not, you have paid for the coverages in full upon signing this lease.

Unless you receive written notification otherwise, credit life and credit disability insurance and on the original due date of the last payment due under the lease.

☐ Credit Life Provider N/A Premium \$ N/A

Initial Coverage \$ N/A Premium \$ N/A

Lessee/Co-Lessee Initials \_\_\_\_\_

☐ Credit Disability Provider N/A

Maximum Monthly Benefit \$ N/A Premium \$ N/A

Lessee/Co-Lessee Initials \_\_\_\_\_

☐ Service Agreement Provider N/A

Coverage is for N/A months or N/A miles, whichever happens first.

Premium or charge \$ N/A Lessee/Co-Lessee Initials \_\_\_\_\_

☐ Extended Warranty Provider N/A

Coverage is for N/A months or N/A miles, whichever happens first.

Premium or charge \$ N/A Lessee/Co-Lessee Initials \_\_\_\_\_

17. Additional Disclosures Required by New York Law.

Capitalized Cost - Capitalized Cost is the sum of the Adjusted Capitalized Cost and any Capitalized Cost Reduction. The Capitalized Cost and the amount of the Monthly Payment may be negotiable.

Adjusted Capitalized Cost - Adjusted Capitalized Cost is the amount which is capitalized in connection with the lease and is used in determining the amount of your Monthly Payment. This amount will be used in determining your Early Termination Liability. The Adjusted Capitalized Cost may be used to compare the early termination provisions of competing leases.

Estimated Residual Value \$ 64255.00

**Notice/Signatures**

WARNING: Important consumer protections may not apply if this agreement indicates that you are leasing the vehicle primarily for agricultural, business or commercial use.

NOTICE TO LESSEE: (1) DO NOT SIGN THIS AGREEMENT BEFORE YOU READ IT OR IF IT CONTAINS ANY BLANK SPACES. (2) YOU ARE ENTITLED TO A COMPLETELY FILLED IN COPY OF THIS AGREEMENT WHEN YOU SIGN IT.

LESSEE

By signing below, you acknowledge that:

- This lease is completely filled out.
- You have read this entire lease carefully and agree to all of its terms, including the important arbitration disclosures and privacy policy on the reverse side.
- You have received a completed copy of this lease, and the Lessor may assign all rights, title, and interest in this lease, vehicle and Guaranty to anyone.

X BERNARD L MADOFF X REO

By BERNARD L MADOFF X REO

Address 885 THIRD AVE City NEW YORK State NY

LESSEE SIGNATURE AND ASSIGNMENT

By signing below, the Lessor (or DCFIS Trust if Lessor, through its attorney-in-fact) accepts the terms and conditions of this lease. If Lessor is not DCFIS Trust, Lessor assigns all right, title, and interest in this lease, vehicle and Guaranty to DCFIS Trust, subject to the terms and conditions of the Retail Installment Contract and Lease Program. Lessor and Guarantor/Driver (Lessee) acknowledge that they have received a copy of the indicated warranties.

X BERNARD L MADOFF X REO

By BERNARD L MADOFF X REO

Address 885 THIRD AVE City NEW YORK State NY

LESSEE SIGNATURE AND ASSIGNMENT

By signing below, the Lessor (or DCFIS Trust if Lessor, through its attorney-in-fact) accepts the terms and conditions of this lease. If Lessor is not DCFIS Trust, Lessor assigns all right, title, and interest in this lease, vehicle and Guaranty to DCFIS Trust, subject to the terms and conditions of the Retail Installment Contract and Lease Program. Lessor and Guarantor/Driver (Lessee) acknowledge that they have received a copy of the indicated warranties.

X BERNARD L MADOFF X REO

By BERNARD L MADOFF X REO

Address 885 THIRD AVE City NEW YORK State NY

**GUARANTY**

The Guarantor(s) named below absolutely and unconditionally guarantee(s) payment of all amounts owed under this lease. This means if the lessee(s) fails to pay any money owed, guarantor(s) will pay it. All Guarantor(s) shall be jointly and severally liable and agree that this guaranty shall not be affected by any changes to this lease. Guarantor(s) also agree to be liable for all fees and costs, including attorney's fees, that the Lessor incurs in enforcing this lease or guaranty.

Guarantor(s) has/have received a completed copy of this lease and guaranty at the time of signing.

X BERNARD L MADOFF X REO

By BERNARD L MADOFF X REO

Address 885 THIRD AVE City NEW YORK State NY

INSURANCE VERIFICATION

Lessor (or Dealer) has verified that the insurance coverage required by this lease is in force on the date of this lease. If not, the required insurance should be sent to Mercedes-Benz Financial.

LIBERTY MUTUAL AS2 121092748036

Insurance Company LIBERTY MUTUAL Policy No. AS2 121092748036

Insurance Agent CONNIE WASHINGTON 2123317500

By CONNIE WASHINGTON X 2123317500

Address 114 W 47TH ST-21 FL NEW YORK NY 10036



DCFS TRUST  
P O BOX 685  
ROANOKE TX

76262

001213

NEW YORK STATE						
Title and Identification No.		Year	Make	Model Code	Body/Hull	LIENS Document No.
WDDNG71XX7A094596		2007	ME/BE	S5F	4DSD	611778H
Color	Wt./Sts./Lgth.	Fuel	Cyl./Prop.	New or Used	Type of Title	Date Issued
BK	4320	GAS	8	NEW	VEHICLE	1/04/07
Name and Address of Owner(s)			ODOMETER READING:		00025	
DCFS TRUST			ACTUAL MILEAGE		00025	
P O BOX 685						
ROANOKE TX						
76262						
<p>This document is your proof of ownership for this vehicle, boat or manufactured home. Keep it in a safe place, not with your license or registration or in your vehicle or boat. To dispose of your vehicle, boat or manufactured home, complete the transfer section on the back and give this title to the new owner.</p>						
Lienholder			Lienholder			
US; BANK; AS; COLL; AGT			01			
PO BOX 997539			* ONE LIEN RECORDED *			
SACRAMENTO CA 95899						
Lienholder			Lienholder			
* ONE LIEN RECORDED *			* ONE LIEN RECORDED *			
DEPARTMENT OF MOTOR VEHICLES						